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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

STELLA SYVERTSEN, JACK
 SYVERTSEN, and PROJECT SENTINEL,
 a California not-for-profit corporation;

Plaintiffs,

v.

G&K MANAGEMENT, G&K
 INDUSTRIES, and KARLA DOE;

Defendants.

) **Case No. C05-0643 RS**

) ~~[PROPOSED]~~ **CONSENT DECREE**
) **AND FINAL ORDER**

This action was brought by Plaintiffs asserting that Defendants violated state and federal fair housing statutes by refusing to make reasonable accommodations necessary for tenants with disabilities at an apartment complex known as San Jose Gardens. The parties have agreed that in order to avoid protracted and costly litigation the controversy should be resolved without a trial or adjudication on the merits and therefore have consented to entry of this consent decree and order. By entering into this agreement,

Defendants¹ make no admission of liability and expressly deny that they engaged in any wrongdoing whatsoever.

It is hereby ordered, adjudged and decreed that:

MONETARY TERMS

1. Defendants shall abide by the terms set out in the Settlement Agreement by the time specified therein.

RELEASE TERMS

2. Concurrently herewith, Plaintiffs and Defendants shall execute the Settlement Agreement referred to in paragraph 1.

EQUITABLE TERMS

3. Defendant G&K Management Co., Inc. (erroneously sued as G&K Management), their employees, agents and all others acting on its behalf in connection with the operation of San Jose Gardens shall comply with the following terms:

a. Continue to obey all local, state and federal laws prohibiting discrimination in the rental of housing;

b. Continue to ensure that their employees have implemented and follow a written policy providing for consideration of requests for reasonable accommodations or reasonable modifications. That policy should comport with state and federal fair housing laws;

c. Accommodate all tenants with qualifying disabilities who are currently seeking a transfer to a different unit because of their disabilities by permitting them to move or providing them with the first available unit to which they qualify based on their order on the In-House Transfer Waiting List, with those needing reasonable accommodations having priority, in San Jose Gardens that suits the tenants' medical needs;

¹Luz Soto has been or will be concurrently herewith voluntarily dismissed with prejudice pursuant to a stipulation of the parties. Ms. Soto is no longer an employee or agent of defendants G&K Management. and is not subject to the terms of this order. By this order, Ms. Soto is dismissed with prejudice.

1 d. Continue to provide all residents and applicants with a HUD
2 pamphlet explaining fair housing laws. Defendants shall also provide information
3 regarding the right to reasonable accommodations and modifications;

4 e. Continue to display a fair housing poster as provided by HUD in a
5 conspicuous location in a common area or rental office of the residential rental premises;

6 f. San Jose Gardens management staff and property supervisor shall
7 attend and San Jose Gardens shall pay in an amount not to exceed \$500 for a fair housing
8 training course not to exceed three hours once per year for three years conducted by
9 Project Sentinel; and,

10 g. Provide a written document to Project Sentinel, Attention Ann
11 Marquart, 430 Sherman Avenue, Suite 308, Palo Alto, California 94306 every year
12 during the effective period of this Consent Decree certifying that Defendants have
13 complied with the terms of the consent decree for the previous year, commencing on June
14 30, 2006. In the event G&K fails for any reason to provide such letter, Project Sentinel
15 shall provide G&K with written notice and a ten (10) business day period to provide the
16 same.

17 6. This order shall be in effect for a period of three years from the date of
18 entry, and the Court shall retain jurisdiction for purposes of enforcement. This order will
19 terminate at the end of the three-year period.

20 7. The parties agree to attempt to work out in good faith any disputes that
21 arise under the terms of this order. Only after good faith mediation attempts have been
22 exhausted will the parties request the assistance of the Court in resolving the dispute.
23 Plaintiffs shall provide notice in writing to Defendants at least ten (10) days prior to
24 initiating any contempt proceedings after any mediation attempts have failed.

25 Ordered this 14TH day of July, 2005.

26 /s/ Richard Seeborg

27 _____
28 Honorable Richard Seeborg
United States Magistrate Judge

1 Approved as to content and form:

2 FAIR HOUSING LAW PROJECT

3 /s/

Dated: June 28, 2005

4 Kerstin Arusha

5 Attorney for Syvertsen Plaintiffs

6 BRANCART & BRANCART

7 /s/

Dated: June 27, 2005

8 Liza Cristol-Deman

9 Attorney for Plaintiff

10 Project Sentinel

11
12 SAUER & WAGNER LLP

13 /s/

Dated: June 28, 2005

14 Eve H. Wagner

15 Attorney for Defendants